

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

MELISSA PAGE and BRITTANY PAGE, Individually,

Plaintiffs,

- against -

STIPULATION OF
DISCONTINUANCE

02-CV-0526
(LEK/RFT)

PATRICIA MONROE, M.D. and ADIRONDACK INTERNAL
MEDICINE AND PEDIATRICS, P.C.,

Defendants.

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, the attorneys of record for all the parties to the above-entitled action, that whereas no party hereto is an incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of the action, the above-entitled action be, and the same hereby is discontinued with prejudice as against Defendant, **PATRICIA MONROE, M.D. AND ADIRONDACK INTERNAL MEDICINE AND PEDIATRICS, P.C.**, without costs to either party as against the other. This stipulation may be filed without further notice with the Clerk of the Court.

IT IS HEREBY STIPULATED AND AGREED, that this Agreement and all negotiations, statements, and proceedings in connection herewith (i) shall not constitute or in any manner be or be deemed to be evidence of an admission or concession of any liability, fault, or wrongdoing which is hereby expressly denied and disclaimed by each Party and (ii) shall not be offered or received in evidence in any action or proceeding in any court or tribunal, or used in any way as an admission, concession, or evidence of any liability, fault or wrongdoing of any nature on the part of either Party in any proceeding, except that this Agreement may be offered in evidence in a proceeding where enforcement of this Agreement is sought.

IT IS FURTHER HEREBY STIPULATED AND AGREED, that the parties to this Agreement hereby mutually agree and covenant that they shall forever keep confidential and refrain from disclosing to anyone or any entity the terms of this Agreement and/or the negotiations that led to the execution of this Agreement. This provision shall not prohibit (a) disclosure of the fact that the action was resolved or (b) disclosure of the terms of this Agreement in such cases where reasonably necessary and on a completely confidential basis, to their own officers, directors, insurers and their reinsurers and/or accountants, auditors, lenders, tax advisors, attorneys and other government or regulatory body as necessary by law or for credentialing purpose/tax authorities (but only to the extent necessary to comply with law).

Dated: October 1, 2010

THUILLEZ, FORD, GOLD, BUTLER & YOUNG, LLP

By: Karen A. Butler
Karen A. Butler, Esq.
*Attorneys for Defendants Patricia Monroe, M.D.
and Adirondack Internal Medicine & Pediatrics, PC*
20 Corporate Woods Blvd., 3rd Floor
Albany, New York 12210
Telephone No.: (518) 455-9952

Dated: October 1, 2010

O'CONNELL AND ARONOWITZ

By: Stephen R. Coffey
Stephen R. Coffey, Esq.
Attorneys for Plaintiffs
54 State Street
Albany, New York 12207-2501
Telephone No.: (518) 462-5601

THUILLEZ, FORD, GOLD, BUTLER & YOUNG, LLP